Email: cewwm@bwssb.gov.in

Ph: 080-22945106

ಬೆಂಗಳೂರು ನೀರು ಸರಬರಾಜು ಮತ್ತು ಒಳಚರಂಡಿ ಮಂಡಳಿ

BANGALORE WATER SUPPLY & SEWERAGE BOARD

O/o Chief Engineer(WWM-East), 5th Floor, Cauvery Bhavan, Bangalore-560009.

No. BWSSB/CE(WWM-East)/DCE(WWM-E&W)/TA-1/326 /2024-25 Date : 05/07/2024

ADDENDUM

Sub: Tender for the Project Monitoring Consultancy Service for the estimates for work of providing and laying of 1000/1200/1800/2000mm dia RCC NP-3 class sewer pipeline from 7th Main Road, Garvebhavipalya along HSR layout up to Agaram STP and Construction of Wet Well at HSR Layout under AEE(WWM-N-K&T) Valley -2 sub division at various locations.

Ref: IFT No. BWSSB/CE(WWM-E)/ACE(WWM-N-E)/DCE(WWM-E&W)/TA-1/ 251/2024-25 Dt:21-06-2024

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With reference to the above subject, invitation for the tender was invited vide IFT mentioned in reference letter. This addendum indicates the replies to the pre bid queries.

Chief Engineer(WWM-E)
BWSSB

PRE-BID QUERIES

Project Monitoring Consultancy Service for the estimates for work of providing and laying of 1000/1200/18000/2000mm dia RCC NP-3 class sewer pipeline from 7th Main Road, Garvebhavi Palya along HSR layout up to Agaram STP and Construction of Wet Well at HSR Layout under AEE(WWM-N-K&T) Valley -2 sub division at various locations.

Reference No.: BWSSB/CE(WWM-E)/DCE(WWM-E &W)/TA-1 /251/2024-25, Dated: 21-06-2024.

Sl. No.	RFP Reference	As per RFP	Query Requested	Reply
1.	Page.4 and Page.15	In Page.4, itis mentioned as Time Period – **36 Months**, Whereas in Page.7, Supervision of work carried out by contractor and provide monthly quality monitoring report for a period of **30 months.**	We request to clarify the duration of Construction period for which Consultancy Services is required. **Kindly Clarify.**	The duration of Construction Period for consultancy is 36 Months
2.	Page.5, Scope of Work	b) Study the detailed working drawings for all aspects of the **treatment plants** prepared by contractor and offer comments and approve for execution.	We understand that Consultants have to study the detailed working drawings for all aspects of Intermediate **Sewage Pumping Stations (ISPS)** prepared by the Contractor and offer comments and approval for execution.**Kindly Confirm.**	Confirmed
3.	Page.13 , Cl-2.6.6, 2.6.7	2.6.6The Bidders are advised to quote the price accordingly. In addition, the statutory service tax as applicable shall be reimbursed separately, on actual basis. Thus the Financial Bid should include all taxes excluding service tax. 2.6.7. All duties, taxes and other levies payable by the Bidders in respect of the transaction between the Bidders and their vendors/sub-suppliers shall be included in the price bid and no claim on this behalf will be entertained by	1. Kindly review and confirm that "Service tax" mentioned in the RFP document is to be read as "GST." 2. Kindly clarify whether GST is applicable for this work. 3. Kindly confirm whether the bidders are to Quote the Financial Bid excluding GST. **Kindly confirm**. 4. In the event of GST being applicable in future, will the client pay the GST at the prevailing rates. **Kindly confirm**	Consultancy comes under pure Services hence No GST will be applicable

Sl. No.	RFP Reference	As per RFP	Query Requested	Reply
	Page.15, Cl. 3.8	BWSSB. All taxes, duties and levies (except service tax) in respect of the transaction between BWSSB and Bidders shall be included in the Price Bid. 3.8 Taxes: All taxes shall be included in the offer, except the service tax, which shall be paid extra.		
4.	Page.14, Section-3, Data Sheet, Clause 3.3.1	g) Carryout Inspection of equipment at manufacturer's place and witness factory testing of equipments on instruction from BWSSB on chargeable basis.	We understand all the expenses towards Travelling, lodging, and boarding incurred during the inspection at Factory premises will be borne by Contractor/BWSSB.**Kindly Confirm.**	All the expenses towards Travelling, lodging, and boarding incurred during the inspection at Factory premises will be borne by Contractor
5.	Page.14, Section-3, Data Sheet, Clause 3.3.1	h) Monitor the **STP trial run** and commissioning activity and evaluate performance of the plant with respect to the contract conditions and certify.	We understand that it shall be read as **ISPS trial run** and commissioning activity and evaluate performance of the plant with respect to the contract conditions and certify. **Kindly Confirm**	Confirmed
6.	Clause 3.7 Payment, Page No: 15	b) No escalation clause or conditions in price bid will be entertained. Such offers may, at the discretion of BWSSB, be rejected.	Due to any reason beyond the control of client, if the work extends beyond 12 months, client will provide additional applicable fee for the additional extended period. This would help in reducing the financial burden on the Consultant and smooth completion of the project.**Kindly include suitable clause.**	Tender condition prevails
7.	3.6 FINANCIAL BID, Page.15	3.7 Payment a) Payments shall be made on	Each invoice of consultant is payable **within 30 days** from the date of invoice. **Kindly confirm.**	Tender condition prevails

Sl. No.	RFP Reference	As per RFP	Query Requested	Reply
		Percentage basis.		
8.	Technical Evaluation(1stStage–Technical Evaluation of the Proposal), Page No-18 (a)	I. Experience of consultant: a. The Consultant should have carried out Construction Supervision and commissioning of capacity 12 MLD or more. The ISPS must be operational for at least 3 years.	Kindly consider assignments in last 10 Years.	Tender condition prevails
9.	Technical Evaluation(1stStage–Technical Evaluation of the Proposal), Page No-18 (b)	ConsultancyFirm must have successfully implemented/commissioned, Project of at least 1 (One) Sewerage network Project Comprising Mains, Sub-Mains & trunk sewers in last five years of total cost not less than Rs.85.28 Crore	Kindly consider assignments in last 10 Years.	Tender condition prevails
10.	Page.19	**Sub Table 2** – Weightage of Points for Qualification and Experience of Key Personnel likely to be deployed. **Table-** The Qualification and Experience Required for Key Staff	There is a mismatch in the total number of key positions required between these 2 Tables. Kindly confirm the exact number of positions, their qualification & experience requirement along with the corresponding marks allotted for the respective positions. **Please confirm.**	Tender condition prevails
11.	Page.19	Team Leader **Postgraduate** in environmental engineering with minimum 15 years of Experience	We request you to consider **Graduate/Postgraduate in Civil/Environmental Engineering** with minimum 15 years of Experience. **Kindly Confirm.**	Considering Postgraduate in Civil/Environmental Engineering with minimum 15 years of Experience.
12.	Page.20	c. Hydraulic/Environmental Engineer Postgraduate in structural engineering with minimum 10 years of experience	We understand that Sl.No. B& Sl.No.C is one single position for Structural Engineer since both the positions are asking	Tender condition prevails

Sl. No.	RFP Reference	As per RFP	Query Requested	Reply
		in design of water retaining structures and Pumping stations, ISPS etc.,	experience of Structural engineer. Hence, we assume the position mentioned in Sl.No.C is to be ignored. **Kindly Confirm.**	
13.	Page.20	d. Electrical Engineer Postgraduate in Electrical engineering with minimum 10 years of experience	We request to consider as below, **Graduate/Postgraduate** in Electrical engineering with minimum 10 years of experience.	Tender condition prevails
14.	Page.20	e. Mechanical Engineer Postgraduate in Mechanical engineering with minimum 10 years of experience	We request to consider as below, **Graduate/Postgraduate** in Mechanical engineering with minimum 10 years of experience.	Tender condition prevails
15.	Page.21	f. Instrumentation Engineer Postgraduate in Instrumentation engineering with minimum 10 years of experience	We request to consider as below, **Graduate/Postgraduate**in Instrumentation engineering with minimum 10 years of experience.	Tender condition prevails
16.	Clause 4.5 Specific Responsibility of Consultant. Page no: 21.	i) The consultant shall be responsible for arranging necessary office facilities, transportation, equipment supplies, surveys, investigations, testing, secretarial services and all other input required for the purpose of the services.	We presume that the consultant's office should be at Bangalore location and consultant is not required to establish a project office at site. **Please clarify.**	Tender condition prevails
17.	Cl 4.7, Payment Schedule, Page.22	1. On checking and clearance of construction drawings received from contractor-40% on Contract Price a) On Review of process Design and Drawings 5% b) On Review of Mechanical GA Drawings 10% c) Electrical and Instrumentation GA Drawings 05%	We request to consider following Payment Terms for Design, a. On Review of process Design and Drawings -5% b. On Review of Mechanical GA Drawings -10% c. Electrical and Instrumentation GA Drawings -10% d. On Review of Structural Drawings - 10%	Tender condition prevails

Sl. No.	RFP Reference	As per RFP	Query Requested	Reply
		d) On Review of Structural Drawings 10% e) On completion of Equipment Inspection 5% 2 Commissioning and As built Drawings 5%	e. On completion of Equipment Inspection – 2.5 % f. On Review of Commissioning and As-built Drawings – 2.5% **Kindly Confirm.**	
18.	General Conditions of Contract, 2.7.2 By the Consultants, Page No. 26.	2.7.2 By the Consultants The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:	Kindly Include the below mentioned under this clause of the GCC: The Consultant should be able to Terminate this Agreement if the client becomes insolvent, is placed into administration, receivership, or liquidation, commences proceedings to be wound up, enters into any voluntary arrangement with its creditors, or on the happening of any similar event according to the laws of its domicile.	Tender condition prevails
19.	General Conditions of Contract, 8. Accountability, Page No- 33.	8. Accountability 8.1 The detailed project report / tender documents / designs of the structure / part of a structure shall be to the standards. Deficiency in the designs / structural designs / detailing if any will be the responsibility of the consultant whether noticed during construction / part completion of a particular structure / component or completion of the entire structure. 8.2 The additional cost if any for implementing any change or rectifications due to fault or deficiency in design will have to be borne by the design consultant.	Kindly remove this clause.	Tender condition prevails

Sl. No.	RFP Reference	As per RFP	Query Requested	Reply
		8.3 In addition BDA reserves the right to recover the performance security amount vested with BDA in the form of Bank guarantee given by the consultant against performance guarantee.Kindly remove this clause.		
20.	General Conditions of Contract Cl 9.1, Page No- 33.	9. Penalty 9.1 The client reserves the right to levy an additional penalty up to 10% of the total consultancy fee for non-performance of a particular task / entire task in accordance with the programme furnished by the consultant. The penalty will be deducted from each bill received from the consultant.	**Kindly remove this clause.**	Tender condition prevails
21.	SCC Clause 1.7.2 on Page No. 34.	However, the **Consultancy Services tax** payable for this Consultancy Services shall be paid / reimbursed by the Client separately.	Please confirm that Consultancy Services tax to be read as "Goods & Services Tax (GST).	Consultancy comes under pure Services hence No GST will be applicable
22.	Special Conditions of Contract, Cl. 3.4, Page No- 35.	3.4 The risks and the coverage's shall be: (3) Professional liability insurance, with a minimum coverage equal to **total contract value** for this consultancy;	Kindly consider the maximum Liability under this Consultancy contract shall be **limited to 5%** of the Consultancy Contract amount. Please confirm.	Tender condition prevails
23.	General	General	If the Project gets extended beyond such dates, for reasons not attributable to Consultant, Consultant's compensation for balance scope of Project shall be escalated at 10 % per annum year on year. **Please**	As per Bid document

Sl. No.	RFP Reference	As per RFP	Query Requested	Reply
			confirm.	
24.	General	**Limitation of liability of the Bidder**	Kindly clarify on the Limitation of Liability of the bidder under this contract. Please Confirm.	Tender condition prevails
25.	General	General- The Limitation of liability of the Bidder	Kindly clarify on the Limitation of Liability of the bidder under this contract. Kindly consider the **maximum Liability under this Consultancy contract shall be limited to 5% of the Consultancy Contract amount.**	Tender condition prevails
26.	General	**General- Mobilization Advance.**	Kindy consider 10% of the Contract Value as Mobilization advance against submission of Advance Bank guarantee. **Kindly confirm.**	Not applicable
27.	General	**Legal Clauses.**	We request you to include the following Legal clauses: • No Party shall be liable for anything done or omitted to be done by it in connection with the performance of any duties or responsibilities consultants under this Contract, except for its' own wilful misconduct or as expressly provided by applicable law. • The Disputes which could not be mutually resolved in reasonable time shall be resolved through binding Arbitration to be conducted under Indian Arbitration and Conciliation Act, 1996.	As per bid document.

Sl. No.	RFP Reference	As per RFP	Query Requested	Reply
			• Either Party shall indemnify the other Party and its officers, directors, employees or agents against the adverse effects of all claims including claims by third parties which arise out of or in connection with this Agreement including any made after the completion or the termination of this Agreement. • Any work done in addition to the agreed scope of work shall be charged extra. • The successful consultant may Suspend its' Services under the Contract if it is not paid as per the Terms and Conditions of this Contract. If such Suspension continues for 30 calendar days, TCE may terminate this Contract.	
28.	**General.**	**General.**	Kindly consider Including the following in the Format of Agreement Schedule: **VALIDITY OF COMPENSATION** - The compensation as detailed in this Contract shall remain valid up to *****. Should the Consultant's services for its' scope of work under this Contract get extended beyond this date due to any reasons not under the control or responsibility and hence not attributable to the Consultant, the said compensation for remaining portion of Consultant's scope of work to be performed during the extended period shall be escalated	As Per Bid Document

Sl. No.	RFP Reference	As per RFP	Query Requested	Reply
			at ** percent per calendar year or part thereof.	
29.	**General.**	**General.**	Kindly consider Including the following in the Format of Agreement Schedule: The Bidder has considered ___ no. of revisions and ____ no. of hard copy deliverables in its' quoted price. Any additions to it shall be charged extra.	As Per Bid Document
30.	**General.**	**General.**	Kindly consider Including the following in the Format of Agreement Schedule: INDEMNITY - Either Party shall indemnify the other Party and its officers, directors, employees or agents against the adverse effects of all claims including claims by third parties which arise out of or in connection with this Agreement including any made after the completion or the termination of this Agreement.	As Per Bid Document
31.	General	General	Kindly include the information on No. of revisions & hard copy deliverables in Contract price. Additions to it should be charged extra to Client.	As Per Bid Document

Sl. No.	RFP Reference	As per RFP	Query Requested	Reply
32.	General	General	Kindly include the below mentioned as part of the GCC/Conditions of Contract-: Consultant deliverables should be accepted / commented upon within ___ days since consultant submits the same. In the event of non-confirmation in such a stated time, the deliverables shall be deemed accepted & will automatically become eligible for full payment.	As Per Bid Document
33.	Last Date and time for Receipt of Tenders	08.07.2024, 17:30	We request you to consider **at least 3 weeks extension** for Proposal submission from the receipt of Response to all Bidders' Queries. **Please confirm.**	As Per Bid Document
34.	Page No 18	Technical Evaluation (1st stage - Technical Evaluation of the Proposal) (1) Experience of consultant a) The Consultant should have carried out Construction Supervision and commissioning of capacity 12 MLD or more. The ISPS must be operational for at least 3 years. b) Consultancy Firm must have successfully implemented/commissioned, Project of at least 1 (One) Sewerage network Project Comprising Mains, Sub-Mains & trunk sewers in last five years of total cost not less than Rs.85.28 Crore The scope of the projects include preparation of Design, Detailed engineering and construction supervision/Project management services, commissioning of the system	As per RFP we understand that the eligible assignments require experience of PMC of Sewerage network Project Comprising Mains, Sub-Mains & trunk sewers, hereby We kindly request that the experience of DPR (Detailed Project Report) Consultancy projects, as well as international projects, be considered. This adjustment will enable a greater number of qualified bidders to participate in the tender process, thereby increasing competitiveness and fostering a broader pool of expertise	Tender condition prevails.

Sl. No.	RFP Reference	As per RFP	Query Requested	Reply
		through competitive Bidding in India (Furnish copy performance certificate issued by the Owner/Employer not below the rank of Executive engineer)		
35.	General		The qualification criteria for key experts like Electrical Engineer, Mechanical Engineer & Instrumentation Engineer, require post-graduation. So, we would like to bring to your kind attention that a similar tender invited by the Bangalore Water Supply and Sewerage Board (BWSSB) for a similar scope of work only required graduation as the qualification criteria for key experts, except for the Team Leader and Structural Engineer. In light of this, we request you to consider modifying the qualification criteria for key experts from post-graduation to graduation. This modification would align the requirements with industry standards and ensure that a more competitive pool of bidders can participate in the tender process.	Tender condition prevails.
36.	General		In the RFP the minimum qualification asked for the Hydraulic / Environment Engineer is post-graduation in structural engineering. We believe that this requirement may not align with the specific expertise needed for hydraulic engineering tasks. So, we request you to kindly clarify.	Tender condition prevails.
37.	General		We kindly request an extension of the submission deadline for at least two weeks, which was set for 08-07-2024 up to 05:30 PM. This extension will enable us to thoroughly review the requirements, conduct	Tender condition prevails.

Sl. No.	RFP Reference	As per RFP	Query Requested	Reply
			comprehensive research, and prepare a proposal that meets the project's objectives and specifications effectively.	

Addl. Chief Engineer
(WWM-Network-East)
BWSSB

Chief Engineer
(WWM-East)
BWSSB